may, as an exercise of his military power, use civil officers, who as citizens are potential militiamen, and whose acts are justified not by their civil authority, but by the military authority of the governor.

CONTRACTS — CONTRACTS UNDER SEAL — SUIT BY ORALLY DISCLOSED PRINCIPAL WHEN AGENT SIGNS AND SEALS AS PARTY. — The plaintiff's agent, in his own name, signed and sealed a contract for a lease. Alleging these facts and also that the defendant knew the contract was made in his behalf, the plaintiff seeks specific performance. *Held*, that the defendant's demurrer be overruled. *Lagumis* v. *Gerard*, 190 N. Y. Supp. 207 (Sup. Ct.).

Where a contract is not under seal, an undisclosed principal on whose behalf it was made can sue on it. *Edwards* v. *Gildemeister*, 61 Kan. 141, 59 Pac. 259; *Foster* v. *Graham*, 166 Mass. 202, 44 N. E. 129. But where the instrument is sealed, the older authorities refused to allow suit by anyone not appearing on its face as a party. *Borcherling* v. *Katz*, 37 N. J. Eq. 150; *Walsh* v. *Murphy*, 167 Ill. 228, 47 N. E. 354. The modern law tends to get away from the technicalities which formerly surrounded the use of the seal. *Donner* v. *Whitecotton*, 201 Mo. App. 443, 212 S. W. 378. *Cf. Gill* v. *Atlanta Ry. Co.*, 24 Ga. App. 780, 102 S. E. 457. And see *Sanger* v. *Warren*, 91 Tex. 472, 44 S. W. 477. In accordance with the same spirit, it is now generally held that a sealed instrument may be varied by an executory parol agreement. *Harris* v. *Shorall*, 230 N. Y. 343, 130 N. E. 572. Possibly the result of this case could be reached without disregarding the seal. It is not a case of undisclosed principal, strictly speaking, because the plaintiff was orally disclosed. Since both parties knew that the contract was made in his behalf, the instrument does not express the real intent of the parties, and there is apparently a case for reformation. See 1 WILLISTON, CONTRACTS, §§ 296, 302. And it is to be noted that the suit here is already in equity. The court, however, does not adopt this reasoning, but bases its decision on a frank disregard of profitless technicalities.

CORPORATIONS — DIRECTORS AND OTHER OFFICERS — BANKRUPTCY — RIGHT OF PRESIDENT TO FILE ANSWER TO PETITION IN BANKRUPTCY. — Two creditors of a corporation, who were also directors thereof, filed an involuntary petition in bankruptcy against the corporation. The Bankruptcy Act provides: "The bankrupt or any creditor may appear and plead to the petition." (§ 18b; 1918 U. S. COMP. STAT., § 9602.) It appears that the four directors of the corporation, who own the stock in equal shares, are deadlocked as to whether the corporation should file an answer to the petition. Consequently no answer was filed for the corporation. The president, who is also one of the directors and stockholders of the corporation, filed an answer, as president, alleging that the petition was filed as the result of a conspiracy to ruin the corporation. The petitioning creditors move to strike out the answer. *Held*, that the motion be denied. *Regal Cleaners & Dyers, Inc.* v. *Merlis*, 274 Fed. 915 (2d Circ.).

Ordinarily, in an action against a corporation only the corporation can defend. *General Electric Co.* v. *West Asheville Imp. Co.*, 73 Fed. 386 (Circ. Ct., W. D. N. C.). See 6 FLETCHER, CYCLOPEDIA OF CORPORATIONS, § 4055. In a suit in equity, however, if the directors fraudulently refuse to defend, stockholders may intervene. *Bronson* v. *LaCrosse R. Co.*, 2 Wall. (U. S.) 283. See 6 FLETCHER, *op. cit.*, § 4055. Bankruptcy proceedings are administered in accordance with principles of equity. *Zeitinger* v. *Hargadine-McKittrick Co.*, 244 Fed. 719 (8th Circ.). So in the principal case, the deadlock and failure to defend being caused by the fraudulent conduct of two of the directors, a stockholder might intervene. *Ogden* v. *Gilt Edge Consolidated Mines Co.*, 225 Fed. 723 (8th Circ.); *Zeitinger* v. *Hargadine-McKittrick Co.*, *supra*. See 1 REMING-